

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE **JUN 23 2011** LEASE NO. **GS-06P-01053**

THIS LEASE, made and entered into this date by and between **AHMANN PROPERTIES, LLC**

whose address is 2510 Westwind Lane NE
Cedar Rapids, Iowa 52411-8142

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 5,980 rentable square feet (RSF) of office and related space, which yields 5,382 ANSI/BOMA Office Area square feet (USF) of space on the second (2nd) floor of the building located at 1641 Boyson Square Drive, Hiawatha, Iowa 52233-2311, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are fourteen (14) parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for fifteen (15) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than one hundred twenty (120) working days subsequent to the Government's Notice to Proceed for the Construction of Tenant Improvements.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

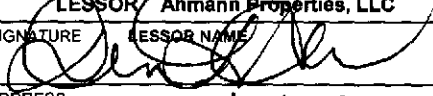
Month	Shell	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-24	\$107,357.69	\$30,780.32	\$28,680.59	\$166,818.60	\$13,901.55
25-120	\$119,341.09	\$30,780.32	\$28,680.59	\$178,802.00	\$14,900.17
121-180	\$119,341.09	\$30,780.32	\$0.00	\$150,121.41	\$12,510.12

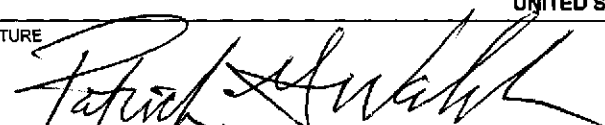
Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

AHMANN PROPERTIES, LLC
2510 WESTWIND LANE NE
CEDAR RAPIDS, IOWA 52411-8142

4. The Government may terminate this lease in whole or in part at any time after the tenth (10th) year by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.



LESSOR Ahmann Properties, LLC
SIGNATURE  NAME OF SIGNER Donna Ahmann
ADDRESS 2510 Westwind Lane, Cedar Rapids, IA 52411
IN THE PRESENCE OF (SIGNATURE) _____ NAME OF SIGNER _____

UNITED STATES OF AMERICA
SIGNATURE  NAME OF SIGNER Patrick G. Walsh
OFFICIAL TITLE OF SIGNER Lease Contracting Officer



5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. The fourteen (14) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. OIA2017 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers OIA2017 dated 11/17/2011;
 - B. Amendment 1 to SFO OIA2017, dated 1/11/2011;
 - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev.11/05)
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - E. [REDACTED] Program of Requirements
 - F. Exhibit A - Base Floor Plan
7. Rent includes a Tenant Improvement Allowance of \$215,280.00 to be amortized through the rent over the firm term of the Lease (one hundred twenty (120) months), less free rent offered, at the rate of six (6%) percent. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
8. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.1111 (5,980 RSF / 5,382 USF).
9. The percentage of Government occupancy is established as 49.83% (12,000 RSF / 5,980 RSF). The Real Estate Tax Base will be based on a full tax assessment of the property no earlier than Year 3 of the Lease. The Lessor retains the right to keep all Economic Development Grants received by the City of Hiawatha as outlined in the "Resolution Approving and Authorizing Execution of a Development Agreement By and Between the City of Hiawatha and Ahmann Properties, LLC (1641 Boyson Square Drive)" and passed in Resolution #11-102 by the Hiawatha City Council on May 18, 2011.
10. In accordance with SFO paragraph 4.3, *Operating Costs*, the base for operating costs adjustment is established as \$30,780.32 per annum. This Lease is subject to annual adjustment of operating costs as described in SFO paragraph 4.3.
11. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$3.14/USF for vacant space (rental reduction).
12. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour (no cost) beyond the normal hours of operation of 8:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.
13. In accordance with SFO paragraph 5.10, *Floor Plans after Occupancy*, the Lessor shall provide three (3) copies of CAD as built drawings on CD-ROM to the contracting officer within fifteen (15) working days of completion of construction.
14. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."

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15. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
16. Within 5 days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
17. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.
18. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 964057249. The signatory authority for Lessor is Donna Ahmann.
19. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
 - A. The General Conditions will not exceed 10.00% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 7.00% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed a flat fee of \$20,000.00.
 - D. Lessor's Project Management fees will not exceed 4.00% of the total subcontractor's costs.
20. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the government or the Lessor include initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.

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